

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

MICHELLE ROSENFELD and HERBERT ROSENFELD,

Plaintiffs,

-VS-

EDEN FARMS, JAMES GASTON, GAST HOUSE, LLC,  
200 EAST 75<sup>TH</sup> STREET REALTY, HYS MARKET CORP.  
and JOWNY MARKET CORP.,

Defendants.

07 CIV. 3347 (DC)

**DEFENDANT JOWNY  
MARKET CORP.'S  
RULE 26(a)(1)  
DISCLOSURES**

ECF CASE

Defendant **JOWNY MARKET CORP.**, hereby provides the following initial disclosures as required by the Federal Rules of Civil Procedure 26(a)(1):

(A) the name and, if known, the address and telephone number of each individual likely to have discoverable information relevant to disputed facts alleged with particularity in the pleadings, identifying the subjects of the information;

No one under the control, employee or affiliation with defendant Jowny Market Corp., was aware of nor had reason to be aware of any purported accident at the premises on July 20, 2006. Jowny Market did not take possession of or have any control over the premises until on or about July 25, 2006.

(B) a copy of, or a description by category and location of, all documents, data compilations, and tangible things in the possession, custody, or control of the party that are relevant to disputed facts alleged with particularity in the pleadings;

Defendant Jowney Market Corp., is not in possession of any responsive documents.

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(C) a computation of any category of damages claimed by the disclosing party, making available for inspection and copying as under Rule 34 the documents or other evidentiary material, not privileged or protected from disclosure, on which such computation is based, including materials bearing on the nature and extent of injuries suffered.

Defendant Jowny Market Corp.'s costs, reasonable attorneys' fees and sanctions pursuant to FRCP Rule 11.

(D) for inspection and copying as under Rule 34 any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgement.

None

Dated: New York, New York  
July 21, 2008

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/S/ Jonathan Y. Sue

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RULE 26(a)(1) DISCLOSURES**

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